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3  
4 BILL NO. S-76-11-28

5 SPECIAL ORDINANCE NO. S-217-76

6 AN ORDINANCE approving contracts with  
7 Midwest Aggregates Corporation,  
8 Brudi Stone & Gravel Co., Stone-  
9 Street Gravel, Inc. and May Stone  
10 & Sand, Inc., for materials for the  
11 year of 1977 in the Board of Public  
12 Works.

13 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
14 FORT WAYNE, INDIANA:

15 SECTION 1. That the contract dated October 28, 1976,  
16 between the City of Fort Wayne, by and through its Mayor and the  
17 Board of Public Works and Midwest Aggregates Corporation, for:

18 Blanket Order for 1977 covering requirements  
19 for Stone, Sand, Top Soil and various Aggregates  
20 per Bid Ref. #743,

21 all as more particularly set forth on City Utilities Blanket Pur-  
22 chase Order No. 8348, which is on file in the Office of the Depart-  
23 ment of Purchasing and is by reference incorporated herein, made  
24 a part hereof and is hereby in all things ratified, confirmed and  
25 approved.

26 SECTION 2. That the contract dated October 28, 1976,  
27 between the City of Fort Wayne, by and through its Mayor and the  
28 Board of Public Works and Brudi Stone & Gravel Co., for:

29 Blanket Order for 1977 covering requirements  
30 for Stone, Sand, Top Soil and various Aggregates  
31 per Bid Ref. #743.

32 all as more particularly set forth on City Utilities Blanket Pur-  
33 chase Order No. 8347, which is on file in the Office of the Depart-  
34 ment of Purchasing and is by reference incorporated herein, made  
35 a part hereof and is hereby in all things ratified, confirmed and  
approved.

SECTION 3. That the contract dated October 28, 1976,  
between the City of Fort Wayne, by and through its Mayor and the  
Board of Public Works and Stone-Street Gravel, Inc., for:

APPROVED AS TO FORM  
AND LEGALITY.



Blanket Order for 1977 covering requirements  
for Stone, Sand, Top Soil and various Aggregates  
per Bid Ref. 743,

all as more particularly set forth on City Utilities Blanket Purchase Order No. 8346, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 4. That the contract dated October 28, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and May Stone & Sand, Inc., for:

Blanket Order for 1977 covering requirements  
for Stone, Sand, Top Soil and various Aggregates  
per Bid Ref. 743,

all as more particularly set forth on City Utilities Blanket Purchase Order No. 8345, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 5. That the contract dated October 25, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and May Stone & Sand, Inc., for:

Blanket Order for 1977 covering requirements  
for Stone, Sand, Top Soil and Various Aggregates  
per Bid Reference No. 743,

all as more particularly set forth on Civil City Blanket Purchase Order No. 3-34151, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 6. That the contract dated October 25, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Stone-Street Gravel, Inc., for:

Blanket Order for 1977 covering requirements  
for Stone, Sand, Top Soil and Various Aggregates  
per Bid Reference No. 743.

all as more particularly set forth on Civil City Blanket Purchase Order No. 3-34150, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 7. That the contract dated October 25, 1976,  
between the City of Fort Wayne, by and through its Mayor and the  
Board of Public Works and Midwest Aggregates Corporation, for:

Blanket Order for 1977 covering requirements  
for Stone, Sand, Top Soil and Various Aggregates  
per Bid Reference No. 743.

all as more particularly set forth on Civil City Blanket Purchase  
Order No. 3-34149, which is on file in the Office of the Department  
of Purchasing and is by reference incorporated herein, made a  
part hereof and is hereby in all things ratified, confirmed and  
approved.

SECTION 8. That the contract dated October 25, 1976,  
between the City of Fort Wayne, by and through its Mayor and the  
Board of Public Works and Burdi Stone & Gravel Company, for:

Blanket Order for 1977 covering requirements  
for Stone, Sand, Top Soil and Various Aggregates  
per Bid Reference No. 743.

all as more particularly set forth on Civil City Blanket Purchase  
Order No. 3-34148, which is on file in the Office of the Depart-  
ment of Purchasing and is by reference incorporated herein, made  
a part hereof and is hereby in all things ratified, confirmed and  
approved.

SECTION 9. This Ordinance shall be in full force and  
effect from and after its passage and approval by the Mayor.

  
Councilman

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 11-23-76

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.  
PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
BURNS	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
HINGA	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
HUNTER	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
MOSES	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, D.	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, V.	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 12-14-76

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 2217-76 on the 14th day of Dec, 1976.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of December, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 15th day of December, 1976, at the hour of 2:00 o'clock P.M. M., E.S.T.

Robert Stinchery  
MAYOR

Bill No. S-76-11-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving contracts with Midwest Aggregates Corporation, Brudi Stone &  
Gravel Co., Stone-Street Gravel, Inc. and May Stone & Sand, Inc., for  
materials for the year of 1977 in the Board of Public Works

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance is PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

12-14-76 CONCURRED IN

DATE 12-14-76 CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To H. P. Wehrenberg, Chairman Board of Works Date October 29, 1976

From Purchasing Department

Subject Bid No. 743 - Aggregates for the year 1977 - Blanket Purchase Orders as indicated below

## COPIES TO:

J. F. Morreale  
H. Biggs  
A. C. Lord  
J. E. Kroener  
R. A. Winget  
G. V. Ramer

Attached are Blanket Purchase Orders as indicated below issued to four (4) Vendors: one (1) each for Civil City and one (1) each for City Utilities Departments. The Purchase Orders are Blanket Orders covering the calendar year of 1977. The total estimated useage for the year of 1977 will be approximately \$330,490.00.

Vendor	Civil City P.O. NO's	City Utilities P.O. No.'s
Brudi Stone & Gravel Co.	B-3-34148	B-8347
Midwest Aggregates Corp.	B-3-34149	B-8348
Stone-Street Gravel, Inc.	B-3-34150	B-8346
May Stone & Sand, Inc.	B-3-34151	B-8345

We are attaching, to copies of the Purchase Orders to all using Departments a price tabulation sheet. The using Department will then use the best price by delivery zone, or our pick-up price as circled on the tabulation sheet. Each Department may then release on their Departmental ("Mini") Purchase Orders according to their needs, through out the year, against these blanket Purchase Orders.

Five (5) Vendors were invited to bid and all Vendors picked up the Bid. There were four (4) Bids received.

Attached are the following documents:

1. Copies of the four bids received
2. Copy of the Tab sheet
3. Copy of Bid Mailing List
4. Purchase Orders as indicated above

Please process all of the attached documents for Council approval. As always, the Purchase Order Numbers should not be released until Council approval has been received.

*Genevieve Ramer*  
Genevieve Ramer

NOTED

☒ H.P.W.

☐ E.H.L.

☒ M.G.S.

Date

Approved: *A. C. Lord*

A. C. Lord

BOARD OF PUBLIC WORKS

NOV - 1 1976

14-9-9

11/1/76



January 1, 1977

thru

December 31, 1977

RUSHED LIMESTONE	S. W. Zone No. 1 —					S. E. Zone No. 2 —				
1	3.60	3.60	4.10		3.75	3.60	3.75	4.25		3.75
2	3.70	3.60	4.10		3.75	3.70	3.75	4.25		3.75
3 53B & 73B (may)	—	4.60	—		—		4.25	—		—
4	—	—	4.20		3.75		—	4.35		3.75
5	3.75	3.70	4.20		3.75	3.75	3.85	4.35		3.75
7		3.90	—		—		3.90	—		—
8	3.85	3.90	—		3.90	3.85	3.95	—		3.90
9	3.85	3.90	4.30		3.90	3.85	3.90	4.45		3.90
10F	3.50	3.60	4.10		3.75	3.50	3.75	4.25		3.75
11	3.90	3.85	4.40		3.90	3.90	3.90	4.55		3.90
12	3.90	3.85	4.30		3.90	3.90	3.90	4.45		3.90
53 - 73	3.60	3.65	4.15		3.75	3.60	3.80	4.30		3.75
AGRICULTURE LIMESTONE	—	3.90	—		—	—	3.90			—
FILLSTONE	2.55	3.40	—		2.65	2.55	3.50			2.80
4P-RAP	3.65	3.60	—		3.75	3.65	3.75			3.75
SAND										
14 - 2	3.25	3.30	3.95		3.90	3.25	3.45	4.10		3.90
17	—	4.75	4.80		—	—	4.90	4.95		—
FILL	2.45	2.35	2.70		2.80	2.45	2.50	2.85		3.00
GRAVEL WASHED 5 - 9 - 12										
5 - 9		3.80					3.95			
12	3.30	3.15				3.30	3.30			
BANK - UNSCREENED	2.45		2.70			2.45		3.00		
BANK - SCREENED	2.55		2.85		2.65	2.55		3.00		2.80
CRUSHED 53 & 73	—		3.65			—		3.80		
'Top Soil'	3.65		5.60			3.65		5.75		
POW-MILL/T. EXTRA	1.30		—		.35	.30		—		.35
Whipper Box/T. Extra			(X)		.75	—		+		.75

(X) 32.50 HR TANDEM 28.00 HR

January 1, 1977 thru  
December 31, 1977

	Midwest	May Stone	Brudi	Canyon	STONE STREET	Midwest	May Stone	Brudi	Canyon	STONE STREET
RUSHED LIMESTONE	N. W. ZONE NO. 3					N. E. ZONE NO. 4				
	(3.60)	3.65	4.40		3.75	(3.70)	3.95	4.45		3.85
	3.70	(3.65)	4.40		3.75	(3.80)	3.95	4.45		3.85
3 #53B #73B (MAY)	—	(4.20)	—		— 0 —		(4.30)	—		— 0 —
4	—	—	4.50		(3.75)		—	4.55		(3.80)
5	(3.75)	3.75	4.50		(3.75)	(3.85)	4.05	5.55		(3.85)
7	—	(3.95)	—		— 0 —		(4.10)	—		— 0 —
8	(3.85)	3.95	—		4.00	(3.95)	4.10	—		4.00
9	(3.85)	3.90	4.60		4.00	3.95	(3.90)	4.65		4.00
10F	(3.50)	3.65	4.40		3.75	(3.60)	3.95	4.45		3.85
11	(3.90)	(3.90)	4.70		4.00	4.00	(3.90)	4.75		4.00
12	(3.90)	3.90	4.60		4.00	4.00	(3.90)	4.65		4.00
53 - 73	(3.60)	3.70	4.45		3.75	3.70	(3.65)	4.50		3.85
AGRICULTURE LIMESTONE	—	(3.90)					(4.00)			—
FILLSTONE	(2.55)	3.45			2.80	(2.65)	3.50			2.80
RIP-RAP	(3.65)	(3.65)			3.75	(3.75)	3.95			3.85
SAND										
" 14' - 2	(3.25)	3.35	4.25		4.00	(3.35)	3.50	4.30		4.00
" 17	—	(4.80)	5.10		—		(4.95)	5.15		
" FILL	2.45	(2.40)	2.85		3.05	(2.55)	2.75	2.80		2.90
TRAVEL WASHED - 5 - 9 - 12										
5 - 9		(3.85)					(3.95)			
12	3.30	(3.20)				3.40	(3.35)			
BANK - UNSCREENED	(2.45)		3.00		—	(2.45)		2.95		
BANK - SCREENED	(2.55)		3.00		2.80	(2.55)		2.95		2.75
CRUSHED 53 & 73			(3.95)					(4.00)		
Top Soil	(3.65)		4.00			(3.65)		3.95		
Pug Mill/T. Extra	(.30)		—		.35	(.30)		—		.35
Chipper Box/T. Extra	—		X		.75	—		X		.75



id Ref. No. 743  
1/77 H&R 12/31/77  
N CITY TRUCK  
T SUPPLIER'S  
LANT

CRUSHED LIMESTONE	IND. NO. 14	INDUS. RD.	LOWER HAWTHORN RD.	ST. JOE & MOELL ST. RD.	Ardmore Ave.	Woodburn Quarry	South St.	Brooks Rd.	#4	Keil Rd.	Houghton St.	✓
1	9.40	3.35	2.40		2.45	2.45	3.30	3.85			2.50	
2	2.50	2.45	2.50		2.45	2.45	3.30	3.85			2.50	
3 #5304 73 B (May)					2.80	2.80					-0-	
4					—	2.55					2.50	
5	2.55	3.50	2.55		2.55	2.55	3.40				2.50	
7			—		2.65	—					—	
8	2.65	3.60	2.65		2.65	2.65					2.65	
9	2.65	3.60	2.65		2.65	2.65	3.50	4.05			2.65	
10F	2.30	3.25	2.30		2.45	2.45	3.30				2.50	
11	2.70	3.65	2.70		2.75	2.75	3.60				2.65	
12	2.70	3.65	2.70		2.65	2.65					2.65	
53 - 73	2.40	3.35	2.40		2.50	2.50	3.35	3.90			2.50	
AGRICULTURE LIMESTONE	2.45		2.45		2.50						—	
FILLSTONE	1.35		1.35		2.00						1.35	
RIP-RAP	2.45		2.45		2.45	2.45					2.50	
SAND											—	
" 14 - 2		3.30	2.05		2.10	2.70	3.15	3.15			2.85	
" 17		3.95	—		3.35	4.50	3.65	4.05				
" FILL		—	1.35		1.35	1.90	1.25	1.25	6.95		1.65	
GRAVEL WASHED 5 - 9 - 12			2.50		2.30	3.90						
5 - 9			2.50		2.05	—						
12			2.10									
BANK - UNSCREENED			1.35				1.40	1.40	1.05			
BANK - SCREENED			1.45				1.40	1.40	1.05		1.35	
CRUSHED 53 & 73							2.20	—				
Top Soil	3.65		2.45		2.90		4.15	2.40	2.40			
PUG M.I.L.	3.30	3.30	3.30		3.35	3.35	—	—	—			

#5 ✓  
ARDMORE

Bid Reference No. 743

Date October 22, 1976

Vendors Name & Address

Cards Mailed

Bids Picked Up

Bids Mailed

Brudl Stone & Gravel  
2110 Lower Huntington Road  
Fort Wayne, Indiana 46809

10-8-76 10-12-76

Canyon Sand & Gravel  
Rural Route #1  
Huntertown, Indiana 46748

10-8-76 10-13-76

Midwest Aggregates  
2013 South Anthony Blvd.  
Fort Wayne, Indiana 46803

10-8-76 11-12-76

May Stone & Sand, Inc.  
P. O. Box 9247  
Fort Wayne, Indiana 46801

10-8-76 10-15-76

Stone Street 639-6511  
Route 1  
Angala Indiana

10-20-76

## CITY OF PORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Page 1 of 9

Ref. No. 743

Date October 8, 1976

Date wanted

Fund  
Appropriation No.

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

\*Mail all replies and correspondence, etc. to Attn. of A. C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address  
**REQUIRED FOR DELIVERY TO:**

Department  
or Division As Ordered by Various Departments

Address  
**RETURN OBLIGATION TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE**

Closing  
Time of Bids Friday - October 22, 1976 - 10:30 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 44608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

**TAX EXEMPT (Unless otherwise indicated)**

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		Annual Requirements of Stone, Sand and Various Aggregates for the several Departments of the City.		
		The enclosed Non-Collusion Affidavit and Proposal and Bid Surety Form must be completed and returned with your bid.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current calendar year: NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: _____ Attached: _____		

Bid Bond required ☐ YES ☒ \$100.00 Performance Bond ☒ YES ☐  
See instruction item No. 18 on reverse side hereof.

Terms NET % cash discount if paid within \_\_\_\_\_ days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 4 days from receipt of order or

**IMPORTANT**

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here

May Stone & Sand Inc.  
By William H. Backus VP-Sales  
Address 6100 Ashburn Ave. Ft. Wayne 46809

## STONE, SAND, AND GRAVEL

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate: only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the location as ordered or loaded into the City's trucks at the bidder's pit or plant beginning on January 1, 1977, and ending December 31, 1977.

Each release for delivery shall be evidenced by a regular Purchase Order issued by or on behalf of the using Department. Purchase Orders may be issued on a blanket basis and scheduled by the using Departments as required.

PRICING - INVOICING:

The bidder's prices shall include all delivery charges and be submitted in the Bidders Proposal Section included herein. Invoices must be submitted to the using Department together with the City's Standard Claim Form for each using Department. Delivered prices shall be established on the basis of delivery to each of the four quadrants of the City indicated on the attached map marked "Appendix 'A'".

The lines of demarcation are established, area-wise, as nearly center as possible, the East-West division being at Clinton Street. The North-South division is made up of the Pennsylvania Tracks, St. Mary's and Maumee Rivers.

AWARD:

The City reserves the right to accept or reject any or all bids, or accept any item or items in the bid or to award one or more contracts, whichever, in the opinion of the awarding authority is in the best interest of the City.

GRADE QUALITY:

Sizes and Grades of the material shall comply with the most recent Indiana State Highway Department specifications covering coarse and fine aggregates.

ESTIMATED QUANTITY, TWELVE (12) MONTHS BASIS:

25,000 Tons of Aggregate, including all types.



id Ref. No. 743

Bidders  
Proposal  
Section

ZONE 1

ZONE 2

ZONE 3

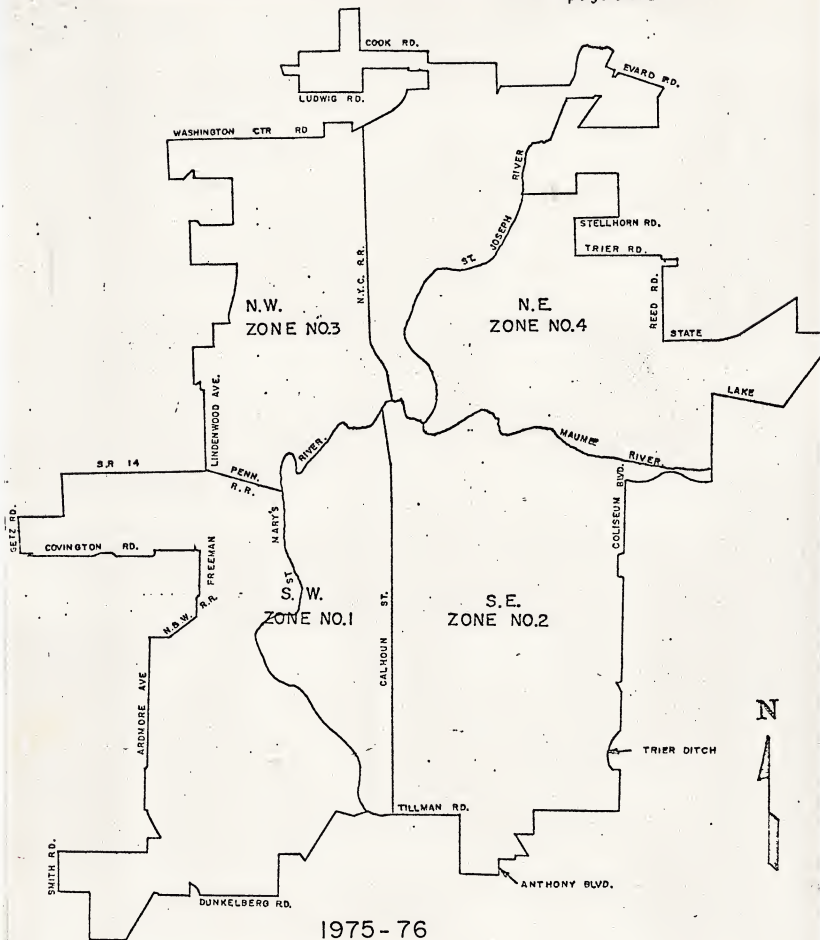
ZONE 4

ARDMORE  
QUARRYWOODBURN  
QUARRY

5 of 9

CRUSHED  
LIMESTONECity Trucks at Bidders Plant  
Price Per Ton-Show Location

1	3.60	3.75	3.65	3.95	2.45	2.45			
2	3.60	3.75	3.65	3.95	2.45	2.45			
53B-73B	4.00	4.25	4.20	4.30	2.60	2.80			
	-	-	-	-	-	2.55			
5	3.70	3.85	3.75	4.05	2.55	2.55			
7	3.90	3.90	3.95	4.10	2.65	-			
3	3.90	3.95	3.95	4.10	2.65	2.65			
9	3.90	3.90	3.90	3.90	2.65	2.65			
OP	3.60	3.75	3.65	3.95	2.45	2.45			
11	3.85	3.90	3.90	3.90	2.75	2.75			
12	3.85	3.90	3.90	3.90	2.65	2.65			
53-73	3.65	3.80	3.70	3.65	2.50	2.50			
AGRICULTURE LIMESTONE	3.90	3.90	3.80	4.00	2.50				
WILLSTONE	3.40	3.50	3.45	3.50	2.00				
RIP-RAP	3.60	3.75	3.65	3.95	2.45	2.45			
SAND									
14-2	3.30	3.45	3.35	3.50	2.10	2.70			
17	4.75	4.90	4.80	4.95	3.35	4.50			
FILL	2.35	2.50	2.40	2.75	1.35	1.90			
RAVEL WASHED 5-5-12									
5-8	3.80	3.95	3.85	3.95	2.30	3.90			
12	3.15	3.30	3.20	3.35	2.05	-			
BANK - UNSCREENED									
BANK - SCREENED									
CRUSHED 53 & 73									
TOP SOIL					2.90				
Big Mill/T. Extra					1.35	1.35	100		
Small Mill/T. Extra					1.60	1.60	100		



1975-76

For Use in Aggregate Contracts only

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,  
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

William H. Backus V.P. Sales  
Bidder or Agent  
For May Stone & Sand Inc.  
Firm or Corporation

Subscribed and sworn to before me this 21 day of October, 1976

My Commission Expires

June 4, 1977

Robert Wayne Lipe

REQUEST FOR PUBLICATION

News	x
Sentinel	
Journal	x
Gazette	
Other	

DATE October 8, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to \*

\* Department Board of Public Works  
9th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

Department of Purchases  
City of Fort Wayne

By 

BIDS WANTED -- REFERENCE NO. 743


Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Friday - October 22, 1976 - 10:30 A.M.  
\_\_\_\_\_ for the following items:

Annual Requirements of Stone, Sand and  
Various Aggregates

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 100.00  
\_\_\_\_\_ must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By  A. C. Lord  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

10-12-76

10-19-76

LEGAL NOTICE

# PROPOSAL AND BID SURETY FORM

Page 9 of 9

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of One Hundred

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

## BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" the bond accompanying the same.

## ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute any other Form. (Use of any other Form will disqualify your Bid.)

\$100.00 .....Dollars  
Summa National ..... Bank  
..... same terms and conditions as set forth in the above bond.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

## OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

BIDDER  
AND  
PRINCIPAL

MAY STONE & SAND INC.

Name of Bidder—Print or Type  
By William S. Blakes VP-Sales  
Signature of Person Authorized to Sign

Title VP-Sales  
6100 Ardmore Ave.  
Street Name and Number  
St. Wayne 46809  
City, State and Zip Code

Date 10/22/76

See Cover Letter

SURETY

Name of Company — Print or Type  
Incorporated  
In the State of:  
Address:  
By:  
Sign on this Line



## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Detail all replies and correspondence, etc. to Attn. of A. C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address  
**REQUIRED FOR DELIVERY TO:**

Department  
or Division As Ordered by Various Departments

Address \_\_\_\_\_  
**RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE**

Closing  
Time of Bids Friday - October 22, 1976 - 10:30 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24503. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.  
**TAX EXEMPT (Unless otherwise indicated)**

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		Annual Requirements of Stone, Sand and Various Aggregates for the several Departments of the City.		
		The enclosed Non-Collusion Affidavit and Proposal and Bid Surety Form must be completed and returned with your bid.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current calendar year: NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: <u>ON File:</u> <u>Attached:</u> <input checked="" type="checkbox"/>		

Bid Bond required ☐ NO ☒ YES \$100.00 Performance Bond ☒ NO ☐ YES  
 See Instruction Item No. 16 on reverse side hereof.  
 Terms        % cash discount if paid within        days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such service upon which prices are quoted, in accordance with the specifications appearing and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within        days from receipt of order.

## IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish this information requested above.

Sign Here:

STONE STREET GRAVEL, INC.

Name of Company Stone Street Gravel, Inc.  
 Signature [Signature] President

Address R. R. 1, Box 26, Angola, Indiana 46703

Page 1 of 9

Ref. No. 743

Date October 8, 1976

Date wanted \_\_\_\_\_

Fund  
Appropriation No. \_\_\_\_\_

# GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants or agents.  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They also do not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discount:** Time in connection with discount offered, will be computed from date of delivery and acceptance as final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. There should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and here applicable to this purchase will not be subject to any trade cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document all bidders may submit proposals for any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 288, section 10, being Burns Indiana Statute 40-2316-1984 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
  - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasure or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows:  
Board-Commissioner Dept. of Purchasing, etc.

Rejected \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows:  
Board-Commissioner Dept. of Purchasing, etc.

## STONE, SAND, AND GRAVEL

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate: only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the location as ordered or loaded into the City's trucks at the bidder's pit or plant beginning on January 1, 1977, and ending December 31, 1977.

Each release for delivery shall be evidenced by a regular Purchase Order issued by or on behalf of the using Department. Purchase Orders may be issued on a blanket basis and scheduled by the using Departments as required.

PRICING - INVOICING:

The bidder's prices shall include all delivery charges and be submitted in the Bidders Proposal Section included herein. Invoices must be submitted to the using Department together with the City's Standard Claim Form for each using Department. Delivered prices shall be established on the basis of delivery to each of the four quadrants of the City indicated on the attached map marked "Appendix 'A'".

The lines of demarcation are established, area-wise, as nearly center as possible, the East-West division being at Clinton Street. The North-South division is made up of the Pennsylvania Tracks, St. Mary's and Maumee Rivers.

AWARD:

The City reserves the right to accept or reject any or all bids, or accept any item or items in the bid or to award one or more contracts, whichever, in the opinion of the awarding authority is in the best interest of the City.

GRADE QUALITY:

Sizes and Grades of the material shall comply with the most recent Indiana State Highway Department specifications covering coarse and fine aggregates.

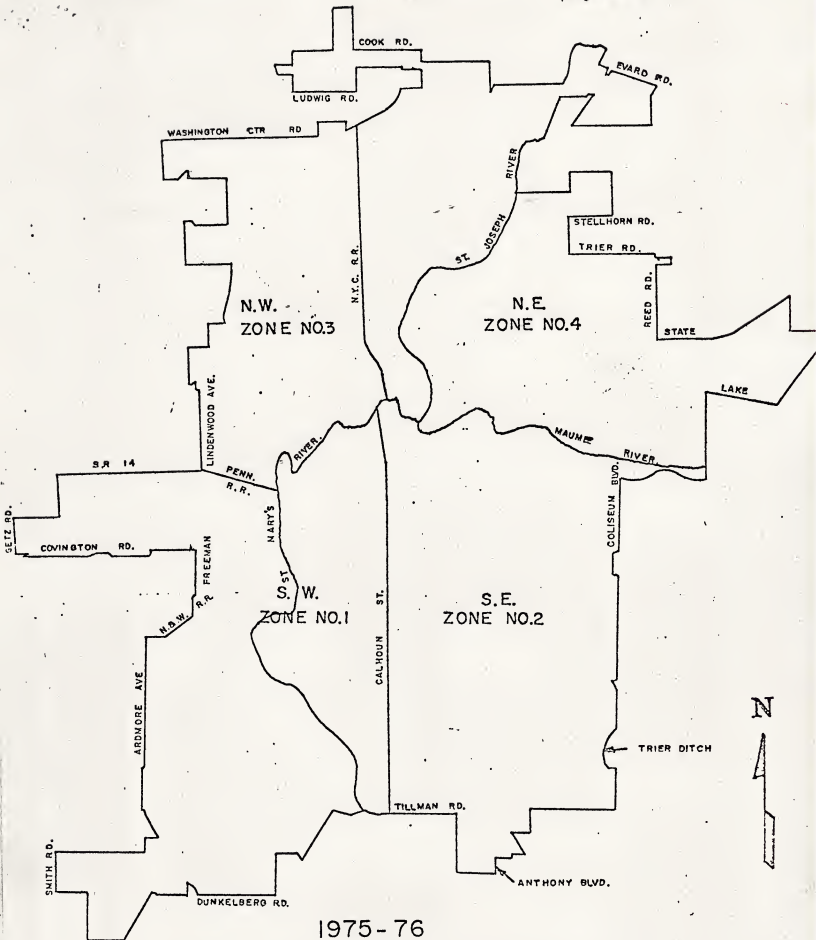
ESTIMATED QUANTITY, TWELVE (12) MONTHS BASIS:

25,000 Tons of Aggregate, including all types.

Bidders  
Proposal  
Section

	ZONE 1	ZONE 2	ZONE 3	ZONE 4					
USHED MESTONE						City Trucks at Bidders Plant Price Per Ton-Show Location			
1.	3.75	3.75	3.75	3.85	2.50	Per Highland Pl.			
2.	3.75	3.75	3.75	3.85	2.50	"	"	"	
3.									
4.	3.75	3.75	3.75	3.85	2.50	"	"	"	
5.	3.75	3.75	3.75	3.85	2.50	"	"	"	
7.									
8.	-	3.90	3.90	4.00	4.00	2.65	"	"	"
9.	-	3.90	3.90	4.00	4.00	2.65	"	"	"
OF 10F.		3.75	3.75	3.75	3.85	2.50	"	"	"
1 11.	-	3.90	3.90	4.00	4.00	2.65	"	"	"
2 12.	-	3.90	3.90	4.00	4.00	2.65	"	"	"
3-73		3.75	3.75	3.75	3.85	2.50	"	"	"
3-73									
GRICULTURE IMESTONE									
ILLSTONE		2.65	2.80	2.80	2.80	1.35	"	"	"
IP-RAP		3.75	3.75	3.75	3.85	2.50	"	"	"
AND									
14 - 2		3.90	3.90	4.00	4.00	2.85	"	"	"
17									
FILL		2.80	3.05	3.05	2.90	1.65	"	"	"
RAVEL WASHED									
9 - 9 - 12									
9 - 9									
12									
BANK - UNSCREENED									
BANK - SCREENED		2.65	2.80	2.80	2.75	1.35	"	"	"
CRUSHED 53 & 73									
TOP SOIL									
Dug Mill/T. Extra		.35	.35	.35	.35				
Chipper Box/T Extra		.75	.75	.75	.75				





1975-76

For Use in Aggregate Contracts only

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen } SS:  
COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

For

Bidder or Agent

Firm or Corporation

Subscribed and sworn to before me this 22 day of October, 1976

My Commission Expires

September 4, 1979Paul Brunt (Sec.)  
Howe Street Garage Inc.

REQUEST FOR PUBLICATION

News	x
Sentinel	
Journal	x
Gazette	
Other	

DATE October 8, 1976

Kindly publish the following  
advertisement on the dates as  
shown and issue invoice to \*

\* Department Board of Public Works  
9th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

Department of Purchases  
City of Fort Wayne

By 

BIDS WANTED -- REFERENCE NO. 743


Sealed Proposals will be received by the City of Fort Wayne at the  
Office of Department of Purchases, Number One Main Street, Room  
470, Fort Wayne, Indiana, until Friday - October 22, 1976 - 10:30 A.M.  
for the following items:

Annual Requirements of Stone, Sand and  
Various Aggregates

Each Bidder must submit a current 1976 written Affirmative Action Program with  
his or her bid - or - have on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at  
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 100.00  
must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By  A. C. Lord  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

10-12-76

10-19-76

LEGAL NOTICE

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

-- 5% of the amount bid ----- Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute Some other Form. (Use of any other Form will disqualify your Bid.)

.....Dollars  
..... Bank  
..... me terms and conditions as set forth in the above bond.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER AND PRINCIPAL

Stone Street Gravel, Inc.  
Name of Bidder—Print or Type  
By *Paul Bercot*  
Signature of Person Authorized to Sign  
Title *President*  
R.R. 1  
Street Name and Number  
Angola, Indiana 46703  
City, State and Zip Code  
Date October 22, 1976

See Cover Letter

The Cincinnati Insurance Company

Name of Company — Print or Type

Incorporated Ohio  
In the State of:.....  
P.O. Box 45272  
Address Cincinnati, Ohio 45272

By *W. H. R. H. H.*  
Attorney-in-Fact  
Date October 22, 1976

SURETY



THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint **H. Stanely Huff, Jr.; Donald F. Campbell and/or Ruth Kramer**

of **Fort Wayne, Indiana** its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 15th day of January 1974.



THE CINCINNATI INSURANCE COMPANY

*Robert G. Morgan*  
Vice-President

STATE OF OHIO )  
COUNTY OF HAMILTON) ss:

On this 15th day of January 1974, before me came the above named Vice-President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

*Henry G. Berlon*

HENRY G. BERLON, Attorney At Law  
Notary Public State of Ohio  
My commission has no expiration date.  
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.  
this 22nd day of October 1976.



*Robert J. Dineen*  
Secretary and Treasurer



CITY OF FORT WAYNE  
AFFIRMATIVE ACTION PROGRAM

Name of Company Stone-Kreit Gravel, Inc. - R.L. Highland, Ind.  
Address R. L. 1 Highland Indiana  
City Highland, Indiana Telephone 639-6511

"This company, its subsidiaries, and its divisions shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry or place of birth, and shall take such affirmative action as necessary to insure that applicants are employed and employees are treated equally during employment without regard to race, color, religion, sex, national origin, ancestry or place of birth."

I. Does your firm have a written Affirmative Action Program?

Yes X

No     

If so, attach copy. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne?

Yes     

No     

II. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? YES

III. Current number of employees 12

Number of employees as of January 1975 12

April 1975 12

July 1975 12

October 1975 12

## IV. WORKFORCE ANALYSIS

Job Classification	Wage Rate or Salary Range	Total	N	O	AI	SSA	F
<i>Truck Drivers</i>	<i>3.45/hr.</i>	<i>3</i>					
<i>Subsiders</i>	<i>3.25/hr. to 3.65/hr.</i>	<i>4</i>					
<i>Operators</i>	<i>3.15/hr. to 4.45/hr.</i>	<i>4</i>					
<i>Office</i>	<i>3.10/hr.</i>	<i>1</i>					✓

N = Negro

O = Oriental

AI = American Indian

SSA = Spanish Surnamed American

F = Female

V. If total minority employment is less than 11% give reasons why.

*Any potential minority employees have refused to work in a slow growing operation.*

VI. Has your firm actively tried to recruit minorities in every job category?

Yes ☒No ☐

If yes, in what manner?

*Superintendent always calls Indian employment security Division and specifically asks for minorities for employee replacement.*

## VII.. List minority recruitment sources.

Indian Employment Security Division

\_\_\_\_\_

\_\_\_\_\_

## VIII. Does your company anticipate an increase in employment this year?

Yes \_\_\_\_\_

No X

Approximately how many? \_\_\_\_\_

## IX. What specific goals can you achieve for the employment of minorities during 1976?

- A. Officials and Managers 0 %
- B. Professionals 0 %
- C. Technicians 0 %
- D. Sales Workers 2 %
- E. Office and Clerical Workers 2 %
- F. Skilled Craftsmen 2 %
- G. Other 2 %

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

## X. Identify by title and name the highest official within the facility who has overall responsibility for the implementation of the equal employment opportunity policy and affirmative action program.

CARL DIDINGER -

GENERAL SUPERINTENDENT

Date 10-22-76

Signature Paul B. Burt

President

CRUSHED LIMESTONE



WASHED SAND AND GRAVEL

Established since 1917

PAGE 1 of 2 PAGES

October 21, 1976

#### EQUAL OPPORTUNITY HIRING AND EMPLOYMENT POLICY

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship and/or on-the-job training.

#### HIRING

It is the policy of our company to hire and employ qualified, reliable and productive employees without regard to race, color, creed, sex or national origin. When hiring employees it is the policy of the company to give equal consideration to all applicants without regard to race, color, creed, sex or national origin. It is the policy of our company to not question a job applicant concerning his race, color, creed, sex or national origin.

#### ACTUAL EMPLOYMENT

It is the policy of our company to be fair, considerate and firm with all employees, to expect and receive a fair day's work for a fair day's pay without favoritism or consideration to an employee's race, creed, sex, national origin or relationship of employee to supervisor.

#### POLICY OF COMPANY WITH SUBCONTRACTORS.

It is the policy of our company to take affirmative action against employee discrimination on the part of subcontractors with whom we have agreements/

#### DISCHARGE OR LAYOFF OF EMPLOYEES

Discharge of employees for cause, ability or work performance shall not be influenced by an employee's race, color, creed, sex or national origin. When discharging an employee for cause, notation shall be made on the employee's work record with the company. Layoff of employees due to lack of work shall be based solely on need, work performance and work ability.

#### EMPLOYMENT OF MINORS

Due to the generally hazardous working conditions of stone-quarry operations and special conditions of employment under state law, no minor under eighteen (18) years of age shall be employed by our company for production work.

#### PHYSICAL REQUIREMENTS FOR EMPLOYMENT

While it is not practical in stone-quarry operations to require pre-employment physical examination, it shall be our company policy due to strenuous and hazardous conditions of work and not wishing to further aggravate physical ailments, not to hire persons with known serious ailments such as heart conditions, bad backs, epilepsy, hernia or other such ailments.

"Serving the Northeast Indiana Area"

CRUSHED LIMESTONE



WASHED SAND AND GRAVEL

PAGE 2 of 2 PAGES

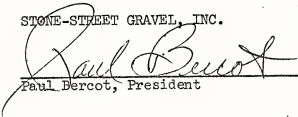
October 21, 1976

EQUAL OPPORTUNITY HIRING AND EMPLOYMENT POLICY- Continued

COOPERATION WITH GOVERNMENT AGENCIES OR EMPLOYMENT REQUIREMENTS

It shall be the policy of our company to cooperate with government agencies, federal, state and local, who have the responsibility to observe our actual compliance with various laws relating to employment. The supervisor shall immediately report any such governmental agencies hiring and employment procedure inspections to his supervisor so our company may cooperate fully with such agency.

STONE-STREET GRAVEL, INC.

  
Paul Bercot, President

## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

"Mail all replies and correspondence, etc. to Attn. of A. C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address REQUIRED FOR DELIVERY TO:

Department As Ordered by Various Departments  
or Division

Address \_\_\_\_\_  
RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing \_\_\_\_\_  
Time of Bids Friday - October 22, 1976 - 10:30 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.  
**TAX EXEMPT** (Unless otherwise indicated)

Page 1 of 9

Ref. No. 743

Date October 8, 1976

Date wanted \_\_\_\_\_

Fund \_\_\_\_\_  
Appropriation No. \_\_\_\_\_

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		Annual Requirements of Stone, Sand and Various Aggregates for the several Departments of the City.		
		The enclosed Non-Collusion Affidavit and Proposal and Bid Surety Form must be completed and returned with your bid.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current calendar year: NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: _____ Attached: <u>X</u>		

Bid Bond required ☐ NO ☒ YES \$100.00 Performance Bond ☐ NO ☒ YES  
See Instruction Item No. 16 on reverse side hereof.

Terms --- % cash discount if paid within --- days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within --- days from receipt of order **IMPORTANT**

**IMPORTANT**

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish this information requested above.

Sign Here:

NIDWEST AGGREGATES CORPORATION

Per [Signature] Name of Company SALES MGR.

Address 2013 S. ALPHEUS LINE

PORT WEAVER, IN

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, in whole or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, shall be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discount:** Time in connection with discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and bid are applicable to this purchase will not be subject to any trade cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals for any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.  
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith d.b.a., Smith-Jones Company, by John Jones, a partner".  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1954 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
  - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows: \_\_\_\_\_

Board-Commissioner Dist. of Purchasing, etc.

Rejected \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows: \_\_\_\_\_

Board-Commissioner Dist. of Purchasing, etc.



## STONE, SAND, AND GRAVEL

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the location as ordered or loaded into the City's trucks at the bidder's pit or plant beginning on January 1, 1977, and ending December 31, 1977.

Each release for delivery shall be evidenced by a regular Purchase Order issued by or on behalf of the using Department. Purchase Orders may be issued on a blanket basis and scheduled by the using Departments as required.

PRICING - INVOICING:

The bidder's prices shall include all delivery charges and be submitted in the Bidders Proposal Section included herein. Invoices must be submitted to the using Department together with the City's Standard Claim Form for each using Department. Delivered prices shall be established on the basis of delivery to each of the four quadrants of the City indicated on the attached map marked "Appendix 'A'".

The lines of demarcation are established, area-wise, as nearly center as possible, the East-West division being at Clinton Street. The North-South division is made up of the Pennsylvania Tracks, St. Mary's and Maumee Rivers.

AWARD:

The City reserves the right to accept or reject any or all bids, or accept any item or items in the bid or to award one or more contracts, whichever, in the opinion of the awarding authority is in the best interest of the City.

GRADE QUALITY:

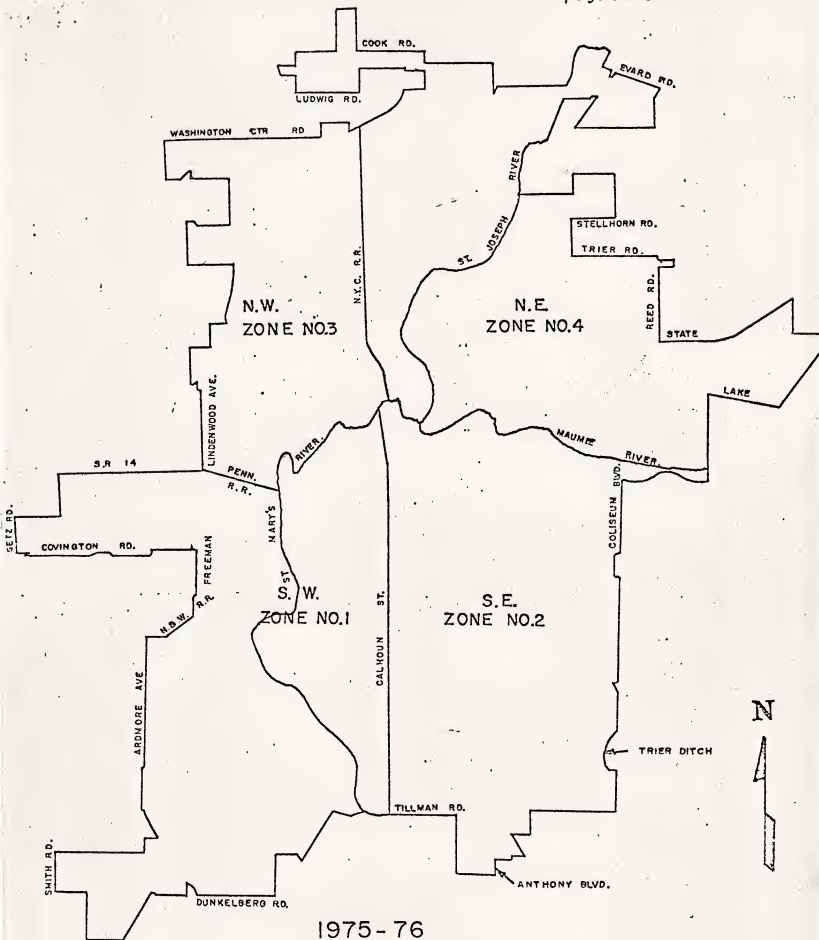
Sizes and Grades of the material shall comply with the most recent Indiana State Highway Department specifications covering coarse and fine aggregates.

ESTIMATED QUANTITY, TWELVE (12) MONTHS BASIS:

25,000 Tons of Aggregate, including all types.

Bidders  
Proposal  
Section

[illegible]



1975-76

For Use in Aggregate Contracts only

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

----- ALLEN ----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

-----  
*Russell H. Boyle*  
-----  
Bidder or Agent

For MIDWEST AGGREGATES CORPORATION  
-----  
Firm or Corporation

Subscribed and sworn to before me this 21 day of OCTOBER, 1976

My Commission Expires

April 25, 1977George Franklin McCreel

REQUEST FOR PUBLICATION

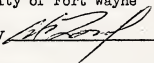
News	x
Sentinel	
Journal	x
Gazette	
Other	

DATE October 8, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to \*

\* Department Board of Public Works  
9th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

Department of Purchases  
City of Fort Wayne

By 

BIDS WANTED - REFERENCE NO. 743

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Friday - October 22, 1976 - 10:30 A.M.  
for the following items:

Annual Requirements of Stone, Sand and  
Various Aggregates

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 100.00  
must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By A. C. Lord  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

10-12-76

10-19-76

LEGAL NOTICE

## ST. PAUL FIRE AND MARINE INSURANCE COMPANY

(A Capital Stock Company)

ST. PAUL, MINNESOTA

## CERTIFIED COPY OF POWER OF ATTORNEY

Fidelity and Surety  
Department

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,  
Leonard Shirley, Josephine E. Stackhouse, Lane I. Ross, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorneys-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V.,-Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 5th day of January A.D. 1976

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA  
County of Ramsey

} ss.

Vice President,

On this 5th day of January 1976, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES

Notary Public, Ramsey County, Minn.  
My Commission Expires April 27, 1983

## CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,\* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21 day of October 19 76

Secretary.



PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....\$ 100.00.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute Some other Form. (Use of any other Form will disqualify your Bid.)

.....Dollars  
..... Bank  
..... same terms and conditions as set forth in the above bond;

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

George F. McCreesh

BIDDER  
AND  
PRINCIPAL

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

MIDWEST AGGREGATES CORPORATION

By B. J. [Signature]  
Name of Bidder—Print or Type

Signature of Person Authorized to Sign

Title SALES MANAGER

2013 S. ANTHONY BLVD.  
Street Name and Number

FORT WAYNE, INDIANA 46803  
City, State and Zip Code

Date OCTOBER 21, 1976



See Cover Letter

St. Paul Fire & Marine

Name of Company — Print or Type

Incorporated Minnesota  
In the State of;

Address St. Paul, Minnesota

By [Signature]  
Sign on this Line

Date October 21, 1976

Witnessed by:

WASTE, ZENT & RYE, INC.

Authorized Agents

[Signature]

SURETY

WASTE, ZENT & RYE, INC.

## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Page 1 of 9

Ref. No. 743

Date October 8, 1976

Date wanted

Fund  
Appropriation No.

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

\*Mail all replies and correspondence, etc. to Attn. of A. C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address  
REQUIRED FOR DELIVERY TO:

Department  
or Division As Ordered by Various Departments

Address  
RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing  
Time of Bids Friday - October 22, 1976 - 10:30 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 2408. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Annual Requirements of Stone, Sand and Various Aggregates for the several Departments of the City.		
		The enclosed Non-Collusion Affidavit and Proposal and Bid Surety Form must be completed and returned with your bid.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current calendar year: NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: <input checked="" type="checkbox"/> Attached: <input type="checkbox"/>		

Bid Bond required ☐ NO ☒ YES \$100.00 Performance Bond ☒ NO ☐ YES

See Instruction Item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

## IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

PAUL C BRUDI STONE &amp; GRAVEL CO., INC.

For *Paul C. Brudi* Name of Company Vice-President

Address 2110 Lower Huntington Road  
FORT WAYNE, INDIANA 46819

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants or agents.  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing.** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery.** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications.** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples.** Samples, when requested must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discount:** Time in connection with discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. There should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and if applicable to this purchase will not be subject to any trade cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals for any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Act 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1954 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
  - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency Involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows:  
Board-Commissioner Dept. of Purchasing, etc.

Rejected \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows:  
Board-Commissioner Dept. of Purchasing, etc.

## STONE, SAND, AND GRAVEL

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate. Only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the location as ordered or loaded into the City's trucks at the bidder's pit or plant beginning on January 1, 1977, and ending December 31, 1977.

Each release for delivery shall be evidenced by a regular Purchase Order issued by or on behalf of the using Department. Purchase Orders may be issued on a blanket basis and scheduled by the using Departments as required.

PRICING - INVOICING:

The bidder's prices shall include all delivery charges and be submitted in the Bidders Proposal Section included herein. Invoices must be submitted to the using Department together with the City's Standard Claim Form for each using Department. Delivered prices shall be established on the basis of delivery to each of the four quadrants of the City indicated on the attached map marked "Appendix 'A'".

The lines of demarcation are established, area-wise, as nearly center as possible, the East-West division being at Clinton Street. The North-South division is made up of the Pennsylvania Tracks, St. Mary's and Maumee Rivers.

AWARD:

The City reserves the right to accept or reject any or all bids, or accept any item or items in the bid or to award one or more contracts, whichever, in the opinion of the awarding authority is in the best interest of the City.

GRADE QUALITY:

Sizes and Grades of the material shall comply with the most recent Indiana State Highway Department specifications covering coarse and fine aggregates.

ESTIMATED QUANTITY, TWELVE (12) MONTHS BASIS:

25,000 Tons of Aggregate, including all types.

Bidders  
Proposal  
Section

ZONE 1

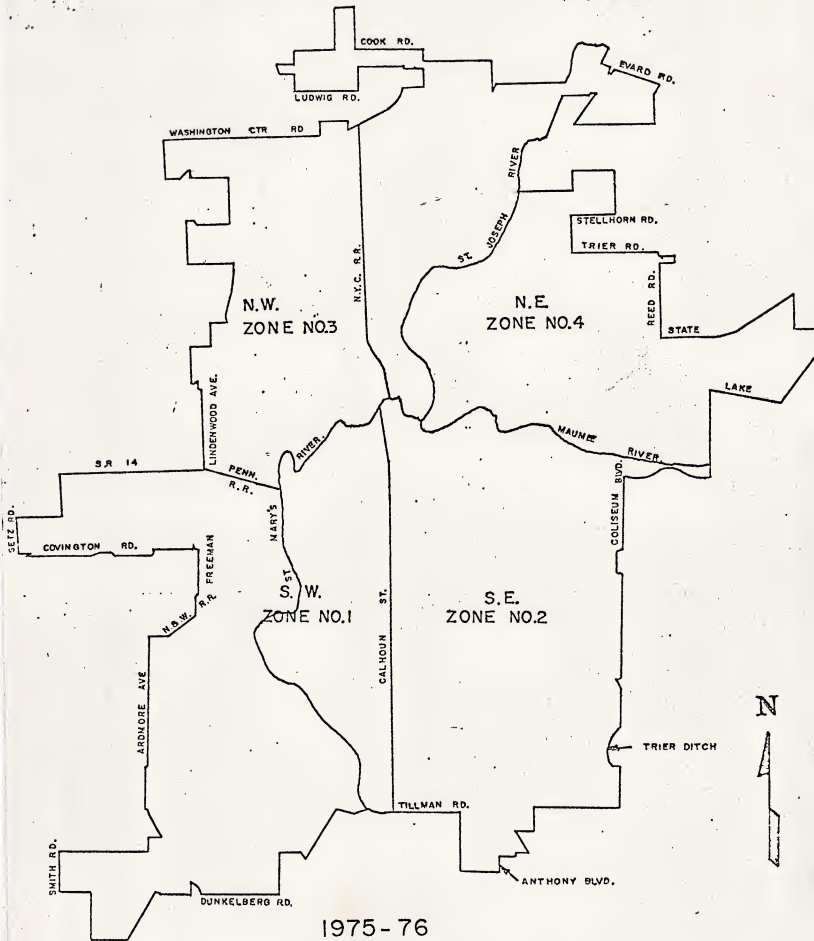
ZONE 2

ZONE 3

ZONE 4

PIT # 1  
2110 Lower  
HuntingtonPage  
PIT # 2  
Brooks  
Road5  
PIT # 4  
Cedar  
Canyon  
Rd6  
PIT # 5  
6100  
Ardmore  
AveCRUSHED  
LIMESTONECity Trucks at Bidders Plant  
Price Per Ton-Show Location

1	4.10	4.25	4.40	4.45		3.30	3.85	====	====	
2	4.10	4.25	4.40	4.45		3.30	3.85	====	====	
3	====	====	====	====		====	====	====	====	
4	4.20	4.35	4.50	4.55		====	====	====	====	
5	4.20	4.35	4.50	4.55		3.40	====	====	====	
7	====	====	====	====		====	====	====	====	
8	====	====	====	====		====	====	====	====	
9	4.30	4.45	4.60	4.65		3.50	4.05	====	====	
10F	4.10	4.25	4.40	4.45		3.30	====	====	====	
11	4.40	4.55	4.70	4.75		3.60	====	====	====	
12	4.30	4.45	4.60	4.65		====	====	====	====	
53 - 73	4.15	4.30	4.45	4.50		3.35	3.90	====	====	
AGRICULTURE LIMESTONE	====	====	====	====		====	====	====	====	
FILLSTONE	====	====	====	====		====	====	====	====	
RIP-RAP	====	====	====	====		====	====	====	====	
SAND										
" 14 - 2	3.95	4.10	4.25	4.30		3.15	3.15	====	====	
" 17	4.80	4.95	5.10	5.15		3.65	4.05	====	====	
" FILL	2.70	2.85	2.85	2.80		1.25	1.25	.95	====	
GRAVEL WASHED 5 - 9 - 12										
5 - 9	====	====	====	====		====	====	====	====	
12	====	====	====	====		====	====	====	====	
BANK - UNSCREENED	2.70	3.00	3.00	2.95		1.40	1.40	1.05	1.25	
BANK - SCREENED	2.85	3.00	3.00	2.95		1.40	1.40	1.05	====	
CRUSHED 53 & 73	3.65	3.80	3.95	4.00		2.20	====	====	====	
TOP SOIL	5.60	5.75	4.00	3.95		4.15	2.40	2.40	====	
Pug Mill/T. Extra	====	====	====	====		====	====	====	====	



1975-76

For Use in Aggregate Contracts only



NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }  
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Lester A. Doell

(Lester A. Doell, Vice-President)

Bidder or Agent

For PAUL C BRUDI STONE & GRAVEL CO., INC.

Firm or Corporation

Subscribed and sworn to before me this 22d day of October, 1974

My Commission Expires

September 30, 1979

Robert Clyde Fleming

REQUEST FOR PUBLICATION

News	x
Sentinel	
Journal	x
Gazette	
Other	

DATE October 8, 1976

Kindly publish the following  
advertisement on the dates as  
shown and issue invoice to \*

\* Department Board of Public Works  
9th Floor - City County Building  
Address One Main Street - Fort Wayne, Indiana

Department of Purchases  
City of Fort Wayne

By 

BIDS WANTED -- REFERENCE NO. 743

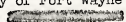
Sealed Proposals will be received by the City of Fort Wayne at the  
Office of Department of Purchases, Number One Main Street, Room  
470, Fort Wayne, Indiana, until Friday - October 22, 1976 - 10:30 A.M.  
for the following items:

Annual Requirements of Stone, Sand and  
Various Aggregates

Each Bidder must submit a current 1976 written Affirmative Action Program with  
his or her bid - or - have on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at  
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 100.00  
must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By  A. C. Lord  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

10-12-76

10-19-76

LEGAL NOTICE

# PROPOSAL AND BID SURETY FORM

Page 9 of 9

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana.

to be paid on demand to the City of Fort Wayne, Indiana, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, administrators, jointly and severally firmly by these presents

The condition of this bond is, that if the bid or proposal attached hereto and made a part hereof and submitted to the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the bidder shall within ten (10) days after notice of said award enter into a contract with the City of Fort Wayne, Indiana, and shall secure the performance of the same by bond or otherwise. If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal of office this 15th day of November, 1976.

Check No. in the sum of Dollars

US Bank

US Bank

Is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

## OTHER PARTIES INTERESTED IN THE PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

PAUL C BRUDI STONE & GRAVEL CO., INC.

Name of Bidder—Print or Type

By: *Paul C. Brudi Stone*  
Signature of Person Authorized to Sign

BIDDER  
AND  
PRINCIPAL

Title Vice-President

2110 Lower Huntington Road

Street Name and Number

Fort Wayne, Indiana 46819

City, State and Zip Code

Date October 22, 1976

See Cover Letter

Name of Company — Print or Type

Incorporated

In the State of:

Address:

By:

Sign on this Line

SURETY

*CP 1472/76  
See back  
will be furnished  
to the City  
of Fort Wayne  
TJ*

# UNITED STATES FIDELITY AND GUARANTY COMPANY



## BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT Paul C. Brudi Stone & Gravel Company, Inc.

of Fort Wayne, Indiana

....., as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

City of Fort Wayne, Department of Purchases

as Oblige, in the full and just sum of One Hundred and 00/100-----  
----- (\$100.00) ----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal Annual requirements for stone, sand and various aggregate

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered October 22, 1976  
(Date)

PAUL C. BRUDI STONE & GRAVEL COMPANY, INC. (SEAL)

BY: Lester A. Asell (SEAL)

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Arthur C. Zent

UNITED STATES FIDELITY AND GUARANTY COMPANY

Lance J. Ross  
Attorney-in-fact

# GENERAL POWER OF ATTORNEY

No. 86572

*Know all Men by these Presents:*

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By..... Thomas A. Zecha  
Vice-President.

(SEAL) (Signed) ..... Ray H. Britt  
Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) ..... Herbert J. Aull  
Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Set.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) ..... Robert H. Bouse  
Clerk of the Superior Court of Baltimore City

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

**Lane I. Ross**

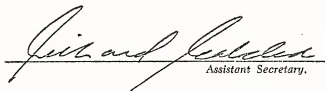
of **Fort Wayne, Indiana**, authorizing and empowering **her** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

October 22, 1976

  
Assistant Secretary.

# CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES  
ROOM 950 CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

64-9-2 11/12  
ORIGINAL  
PURCHASE ORDER NO. B 88451

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE Oct. 28, 1976

May Stone & Sand, Inc.  
6100 Ardmore Ave.  
Port Wayne, Indiana 46809

1580

SHIP TO —

St. Lighting 1701 S. Lafayette St.  
Water Maint. & Service Dept.  
415 E. Wallace St.

W.P.C. Maint.  
445 E. Wallace St.

MAIL ALL INVOICES TO —  
CITY UTILITIES

GENERAL ACCOUNTING  
4th FLOOR CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.D. NO.	UNIT PRICE	TOTAL
		Blanket Order for 1977 covering requirements for Stone, Sand, Top Soil and various Aggregates per Bid Reference No. 743  Price per tabulation sheets attached. Circled prices are low bidder.  Requirements will be released as needed on Departmental Purchase Orders, by the using Department.			
		<u>SUBJECT TO COUNCILMANIC APPROVAL</u>			
		JEK/bk			

N.P.A.  
APPROVED  
Board of Public Works

Henry P. Wehenberg  
Edward H. Roman  
May 9, 1977

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 7% CASH DISCOUNT WILL BE TAKEN

BY

CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE



DEPARTMENT OF PURCHASES  
ROOM 950 CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

ORIGINAL  
PURCHASE ORDER NO. B 8346

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE Oct. 28, 1976

Stone-Street Gravel, Inc.  
R.R. 1, Box 26  
Angola, Indiana 46703

MAIL ALL INVOICES TO -  
CITY UTILITIES  
GENERAL ACCOUNTING  
4th FLOOR CITY - COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802  
INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

[illegible]

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

SUBJECT TO CONDITIONS ON REVERSE SIDE

BY [Signature]  
CITY UTILITIES PURCHASING AGENT

# CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES  
ROOM 950 CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

64-4-7 118176  
ORIGINAL  
PURCHASE ORDER NO. B 8347

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE Oct. 28, 1976

347

Brudi Stone & Gravel Co.  
2110 Lower Huntington Road  
Fort Wayne, Indiana 46819

SHIP TO —

St. Lighting Dept.  
1701 S. Lafayette St.

Water Maint. & Service Dept.  
415 E. Wallace St.

W.P.C. Maint. - 445 E. Wallace St.

MAIL ALL INVOICES TO —  
CITY UTILITIES

GENERAL ACCOUNTING  
4th FLOOR CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.D. NO.	UNIT PRICE	TOTAL
		<p>Blanket Order for 1977 covering requirements for Stone, Sand, Top Soil and various Aggregates per Bid Ref. #743.</p> <p>Price per tabulation sheets attached. Circled prices are low bidder.</p> <p>Requirements will be released as needed on Departmental Purchase Orders, by the using Department.</p> <p><i>Henry P. Wehrenberg</i> <i>Edward W. Rother</i> <i>Subject to Council Approval.</i></p> <p><b>APPROVED</b> Board of Public Works</p> <p>JEK/bk</p>			

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY

CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

# CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES  
ROOM 950 CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

ORIGINAL  
PURCHASE ORDER NO. B 8848

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE Oct. 28, 1976

Midwest Aggregates Corporation  
2013 S. Anthony Blvd.  
Fort Wayne, Indiana

1612

SHIP TO —

Street Lighting  
1701 S. Lafayette St.

Water Maint. & Service Dept.  
415 E. Wallace St.

W.P.C. Maint.  
415 E. Wallace St.

MAIL ALL INVOICES TO —  
CITY UTILITIES

GENERAL ACCOUNTING  
4th FLOOR CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
		Blanket Order for 1977 covering requirements for Stone, Sand, Top Soil and various Aggregates per Bid Ref. #743.  Price per tabulation sheets attached. Circled prices are low bidder.  Requirements will be released as needed on Departmental Purchase Orders, by the using Department.			
		<p><i>N.R.H.</i></p> <p><i>Henry P. Weberburg</i></p> <p>SUBJECT TO COUNCILMANIC APPROVAL.</p> <p><i>Edw. E. Sawyer</i></p> <p><i>Max G. Scott</i></p> <p>APPROVED Board of Public Works</p>			
		JEK/bk			

NOTE. TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY

*E. Holmes*  
CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

DEPARTMENT OF PURCHASES  
NUMBER ONE EAST MAIN STREET  
ROOM 470  
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department - 231 South Clinton St.  
Parking Department - 915 South Clinton St.  
Park Department - Lawton Park - 1900 N. Clinton

347

Brudi Stone & Gravel Company  
2110 Lower Huntington Road  
Ft. Wayne, Indiana 46819

DELIVER TO:-  
DEPARTMENT  
OR DIVISION

ADDRESS \_\_\_\_\_  
CASH DISCOUNT TERMS \_\_\_\_\_ % IF PAID WITHIN \_\_\_\_\_ DAYS FROM DELIVERY AND  
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

B- 3-34148

DATE October 25, 1976

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON  
ALL INVOICES, BILLS OF LADING, DELIVERY  
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

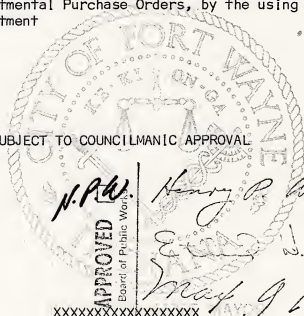
THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE }  
WANTED }

APPROPRIATION }  
AND FUND }  
NUMBER }

Per Each Receipt

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<b>TAX EXEMPT</b> (UNLESS OTHERWISE INDICATED)				
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL A- VOID "FOLLOW UP" CORRESPONDENCE.</p> <p><b>NOTE</b></p> <p>↓</p> <p><b>READ</b></p> <p>INSTRUCTIONS ON THE BACK OF THIS <b>ORDER</b></p> <p>THE CONTRACTOR OR VENOR, BY ACCEPT- ING THIS ORDER, A- GREETO THE GEN- ERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIV- ERY, PACKING, ETC., NECESSARY TO COM- PLETE DELIVERY TO DESTINATION SPECI- FIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>ING. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>		Blanket Order for 1977 covering requirements for Stone, Sand, Top Soil and Various Aggregates per Bid Reference No. 743		
		Price per tabulation sheets attached. Circled prices are low bidder.		
		Requirements will be released as needed, on Departmental Purchase Orders, by the using Department		
		 <p>SUBJECT TO COUNCILMANIC APPROVAL</p> <p><i>N.P.W.</i> <i>Henry P. Wehrhahn</i> <i>E. J. Roman</i> <i>May G. Scott</i></p> <p>APPROVED Board of Public Works</p> <p>XXXXXXXXXXXXXXXXXXXX</p>		

JK/gr

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREOF HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

City Controller W.G. SCHNIZER

Director of Purchases A.C. LORD

Per

Per

# CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES  
NUMBER ONE EAST MAIN STREET  
ROOM 470  
FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER

B- 3-34149

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

DATE October 25, 1976  
REF. NO.  
REQ. NO.

Street Department - 231 South Clinton Street  
Parking Department - 915 South Clinton St.  
Park Department - Lawton Park - 1900 N. Clinton St.

1612

Midwest Aggregates Corporation  
2013 South Anthony  
Ft. Wayne, Indiana 46803

DELIVER TO-  
DEPARTMENT  
OR DIVISION

THE ABOVE INFORMATION MUST APPEAR ON  
ALL INVOICES, BILLS OF LADING, DELIVERY  
TICKETS, PACKAGES AND CORRESPONDENCE.  
**INVOICE IN DUPLICATE.**

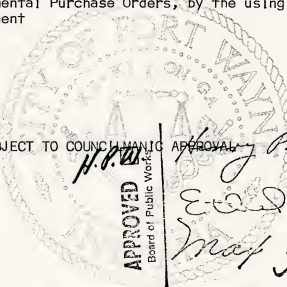
THIS PURCHASE ORDER ISSUED BY:  
DEPT. DP

DATE  
WANTED }

APPROPRIATION  
AND FUND  
NUMBER }

ADDRESS  
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND  
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES, (DEDUCTION FOR DISCOUNT SHOWN BELOW)

Per Face Receipt

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<b>TAX EXEMPT</b> (UNLESS OTHERWISE INDICATED)				
COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.				
<b>NOTE</b>				
<b>READ</b>				
INSTRUCTIONS ON THE BACK OF THIS ORDER				
THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.				
UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.				
UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.				
EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.				
IND. SALES TAX EXEMP. CERTIF. NO. 34508				
IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.				
		Blanket Order for 1977 covering requirements for Stone, Sand, Top Soil and Various Aggregates per Bid Reference No. 743		
		Price per tabulation sheets attached. Circled prices are low bidder.		
		Requirements will be released as needed on Departmental Purchase Orders, by the using Department		
				
SUBJECT TO COUNCILMANIC APPROVAL				
APPROVED Board of Public Works				
XXXXXXXXXXXXXXXXXXXX MAYOR				
		JK/gr		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUESTION ON FILE IN THIS OFFICE.

XXXXXXXXXXXX City Controller W.G. SCHNIZER

XXXXXXXXXXXX Director of Purchases A.C. LORD

Per

Per

**CITY OF FORT WAYNE**  
DEPARTMENT OF PURCHASES  
NUMBER ONE EAST MAIN STREET  
ROOM 470  
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department - 231 South Clinton St.  
Parking Department - 915 South Clinton St.  
Park Department - Lawton Park - 1900 N. Clinton St.

Stone-Street Gravel, Inc.  
R. R. 1, Box 26  
Angola, Indiana 46703

DELIVER TO-  
DEPARTMENT  
OR DIVISION

ADDRESS \_\_\_\_\_  
CASH DISCOUNT TERMS \_\_\_\_\_ % IF PAID, WITHIN \_\_\_\_\_ DAYS FROM DELIVERY AND  
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

B- 3-34150

DATE October 25, 1976  
REF. NO.  
REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON  
ALL INVOICES, BILLS OF LADING, DELIVERY  
TICKETS, PACKAGES AND CORRESPONDENCE.  
**INVOICE IN DUPLICATE.**

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE  
WANTED }

APPROPRIATION  
AND FUND  
NUMBER }

Per Each Receipt

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<b>TAX EXEMPT</b> (UNLESS OTHERWISE INDICATED)				
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.</p> <p><b>NOTE</b></p> <p>↓</p> <p><b>READ</b></p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>NO. SALES TAX EXEMP. CERTIF. NO. 36008</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION, KINDLY RETURN IT WITH AN EXPLANATION.</p>				
		<p>Blanket Order for 1977 covering requirements for Stone, Sand, Top Soil and Various Aggregates per Bid Reference No. 743</p> <p>Price per tabulation sheets attached. Circled prices are low bidder.</p> <p>Requirements will be released as needed, on Departmental Purchase Orders, by the using Department</p>		
		<p><b>CITY OF FORT WAYNE</b></p> <p><b>DEPARTMENT OF PURCHASES</b></p> <p><b>APPROVED</b></p> <p><b>Subject to County of Public Works Approval</b></p> <p>XXXXXXXXXXXXXXXXXXXX</p> <p>JK/gr</p>		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREOF HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

XXXXXXXXXXXXXXXXXXXX City Controller W.G. SCHNIZER

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

XXXXXXXXXXXXXXXXXXXX Director of Purchases A.C. LORD

Per



# CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES  
NUMBER ONE EAST MAIN STREET  
ROOM 470  
FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER

B- 3-34151

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department - 231 South Clinton St.  
Parking Department - 915 South Clinton St.  
Park Department - Lawton Park - 1900 N. Clinton St.

1580

May Stone & Sand, Inc.  
6100 Ardmore Ave  
Ft. Wayne, Indiana 46809

## DELIVER TO-

DEPARTMENT  
OR DIVISION

DATE October 25, 1976  
REF. NO.  
REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON  
ALL INVOICES, BILLS OF LADING, DELIVERY  
TICKETS, PACKAGES AND CORRESPONDENCE.  
**INVOICE IN DUPLICATE.**

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE  
WANTED }

APPROPRIATION  
AND FUND  
NUMBER }

ADDRESSES  
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND  
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

Per Each Receipt

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<b>TAX EXEMPT</b> (UNLESS OTHERWISE INDICATED)				
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.</p> <p><b>NOTE</b></p> <p>↓</p> <p><b>READ</b></p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>				
		<p>Blanket Order for 1977 covering requirements for Stone, Sand, Top Soil and Various Aggregates per Bid Reference No. 743</p> <p>Price per tabulation sheets attached. Circled prices are low bidder.</p> <p>Requirements will be released as needed on Departmental Purchase Orders, by the using Department</p> <p><i>H.A.W. Henry P. Wehrenberg</i></p> <p><b>APPROVED</b> Board of Public Works SUBJECT TO COUNCILMANIC APPROVAL <i>James J. Danner</i> <i>Max G. Scott</i></p> <p>XXXXXXXXXXXXXXXXXXXX MAYOR</p>		
		JK/gr		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

Edward G. Kammack - City Controller W.G. SCHNIZER

Allen J. Demetrio - Director of Purchases A.C. LORD

Per

Per *R. Kohner*



3418

TITLE OF ORDINANCE SPECIAL ORDINANCE - Civil City & City Utilities Purchase Orders for  
Stone, Sand, Aggregates for 1977  
 DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-76-11-28

SYNOPSIS OF ORDINANCE Civil City and City Utilities Blanket Purchase Orders for

providing various departments with stone, sand and various aggregates for 1977

are as follows:	Civil City	City Utilities
Brudi Stone & Gravel Co.	34148	8347
Midwest Aggregates Corp.	34149	8348
Stone-Street Gravel, Inc.	34150	<del>8349</del> 8346
May Stone & Sand, Inc.	34151	<del>8350</del> 8345

Five vendors were invited to bid with four bids received.

Departments will order according to best price offered by delivery zone

(SEE ATTACHED EXPLANATION, TABULATION AND BIDS)

EFFECT OF PASSAGE Provide for supplies at fixed cost

EFFECT OF NON-PASSAGE Purchase as needed at higher rate

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Charge to various departments  
for materials ordered; all in accordance with bids submitted

ASSIGNED TO COMMITTEE

City Utilities JH